

1 MR. EDWARDS: I'm sorry, which is the
2 agreement?

3 MR. GOYAL: The agreement referenced in
4 the testimony at the top of page 27.

5 MR. ALBERT: Mid-span meets.

6 MR. GOYAL: This would be the agreement on
7 mid-span fiber meets.

8 MR. EDWARDS: Do they have copy of the Cox
9 agreement or the Cox language?

10 MR. GOYAL: Yes, either separately
11 provided or in the form, or is it identical to the
12 language that's been proposed to them by Verizon?

13 MR. EDWARDS: I don't think it's
14 identical. I believe it's in Exhibit C-2 to our
15 answer. If I find out that's not right, I will let
16 you know, but otherwise I assume that's correct.

17 MR. GOYAL: I would like to direct my next
18 questions to the witnesses from WorldCom and AT&T.
19 Have you been provided with a copy of the terms of
20 the agreement between Verizon Virginia and Cox on
21 mid-span meets? Are you familiar with that
22 agreement or the terms of it?

1 MR. GRIECO: I haven't seen anything like
2 that. The only thing I have seen is the end point
3 SONET meet that they outline in their contract
4 terms to us.

5 MR. GOYAL: AT&T?

6 MR. TALBOTT: I have not seen it either.

7 MR. GOYAL: To the Verizon witnesses, is
8 it Verizon's position that it should only have to
9 implement mid-span fiber interconnection where it
10 has available spare fiber?

11 MR. ALBERT: No.

12 MR. GOYAL: To what extent does Verizon
13 believe it can be required to build out facilities
14 in order to accommodate mid-span fiber meets?

15 MR. ALBERT: My understanding is that
16 there's some order or ruling that uses the words
17 that there should be a general reasonable amount of
18 a buildout. And I think that's the extent of the
19 specificity of it.

20 MS. FARROBA: And how would you interpret
21 that requirement, then, reasonable--that
22 reasonableness requirement?

1 MR. ALBERT: Let me answer that based on
2 the ones we actually had because at least they hit
3 the--fit the bill. And they all have
4 involved--this is ballpark--fiber-optic cable
5 construction of, say, something \$30,000 or less.
6 That being the additional cash out of pocket that
7 was spent to add new fiber cable in order to
8 construct the mid-span meet.

9 The ones that we have also done were done
10 in general proximity to where we already had
11 existing spare fiber cable that we could also tie
12 into.

13 MS. FARROBA: So, that wouldn't include
14 any equipment on the ends of the cable or any of
15 the labor involved?

16 MR. ALBERT: Right. The equipment on the
17 ends are common to--you have to spend that
18 perennially.

19 You're always going to have to spend
20 equipment.

21 MS. FARROBA: Do you have an estimated
22 distance that that would be? You're saying

1 \$30,000? Would that be like a mile?

2 MR. ALBERT: Less. They're all within a
3 few hundred feet of where we were at.

4 MR. GOYAL: Does AT&T have a response to
5 that testimony? Does it believe that that should
6 be considered a reasonable limitation?

7 MR. TALBOTT: No, they shall be on a
8 case-by-case basis. AT&T should be able to specify
9 to Verizon--this is where we would like to
10 interconnect or have the midpoint, and Verizon,
11 subject to the terms of the agreement and terms of
12 the law could say that is not reasonable, and it
13 has under the terms of the agreement dispute
14 resolution that it could follow and file if it felt
15 that what the midpoint AT&T specified was not
16 reasonable.

17 Of course, it's not in our interest to do
18 so because that only delays the project.

19 MS. FARROBA: Right, but could you give us
20 some details like Mr. Albert did on what you
21 consider to be reasonable as far as distances,
22 amount of expenditure, et cetera.

1 MR. TALBOTT: Certainly less than the mile
2 that Mr. Albert specified doesn't seem to be a good
3 limitation to put on it, that--I mean, these LATAs
4 are many miles across, and that probably could be
5 dependent upon the amount of traffic that the
6 parties are exchanging and what other use they
7 might make of those facilities. That's why I would
8 be reluctant to specify any certain distance or
9 expenditure.

10 It needs to be looked at. As Mr. Albert
11 himself explained, these are done on a case by case
12 and need to be looked at that way.

13 MS. FARROBA: WorldCom, do you have a
14 response?

15 MR. GRIECO: Well, in the 40 mid-spans
16 that we have today with existing ILECs, I don't
17 think we've ever requested one to do something we
18 considered to be unreasonable.

19 Obviously, asking someone to add fiber
20 that's less than a mile, to me seems very
21 reasonable. I don't know what distance we'd
22 consider reasonable. I don't know what costs to

1 put fiber in the ground. I'm sure it varies
2 greatly whether you're digging up streets in
3 downtown Washington, D.C. or out in Ashburn
4 somewhere. I don't know. It could vary.

5 MS. FARROBA: The ones you decided I think
6 40, you have--

7 MR. GRIECO: 40 mid-spans.

8 MS. FARROBA: What's the average lengths
9 there and expenditure?

10 MR. GRIECO: I don't know. It's all out
11 with PacBell, AmeriTech and Southwest Bell, Bell
12 South, and I really don't know the answer to that.

13 MS. KELLEY: Before we move on to the next
14 question, we could find out an answer to that last
15 question, if you would like, and submit it. But we
16 could check.

17 MS. FARROBA: That would be good, yes.
18 Thanks.

19 MR. STANLEY: This is a question for
20 Verizon. How would Verizon propose that the
21 parties resolve any disputes arising out of
22 requests for mid-span fiber meets?

1 MR. ALBERT: Through the dispute
2 resolution section of the Interconnection
3 Agreement.

4 MR. STANLEY: And how does that differ
5 from the language proposed by AT&T? Let me ask
6 AT&T, how does that differ from your proposed
7 language?

8 MR. TALBOTT: That is our proposed
9 language. Verizon's proposed language is that it
10 be subject to mutual agreement. In other words,
11 the CLECs' proposal could be held hostage to
12 whatever terms that Verizon feels are reasonable in
13 its case and that it would not have to go to
14 dispute resolution. You could simply just say I'm
15 not interested.

16 MR. STANLEY: My question to Verizon
17 is--it wasn't asked artfully. If Verizon does not
18 agree to a mid-span fiber meet request of the CLEC,
19 would that issue go to dispute resolution? How
20 would that conflict be resolved under Verizon's
21 proposed language?

22 MR. ALBERT: I thought basically we were

1 required to ask to do a mid-span meet, if it was
2 within the realms of being the reasonable cost. We
3 have never said that we have got the right just to
4 say, no, go away, we won't do it. But what we have
5 said is that there were a number of the technical
6 details that are situation and case-specific that
7 the two parties need to agree to in order to
8 implement the mid-span meet, and that the two
9 parties need to agree to before the clock can start
10 on the implementation time frame that will be
11 required because until those details are developed
12 and worked through and agreed to, you can't start
13 the process of actually building and constructing
14 the mid-span meet.

15 So, our understanding and approach is
16 basically a carrier is set on that is the type of
17 method of interconnection that they want to use, we
18 will work it, and the ones that we have worked we
19 have been actually able to mutually agree on all
20 the items and move forward. And that if we hit one
21 on the grocery list of details that can't be agreed
22 on, then that would get settled through the dispute

1 resolution, and then at that point the mid-span
2 meet would go forward.

3 MR. GOYAL: If I could jump in, to try to
4 boil down the difference between the two parties'
5 proposed language, am I correct in understanding
6 for AT&T's language that if the parties failed to
7 agree on the details of implementing a particular
8 mid-span meet, the parties would go to dispute
9 resolution under AT&T's proposed terms for mid-span
10 fiber meets; is that correct?

11 MR. TALBOTT: Yes.

12 MR. GOYAL: And with respect to Verizon's
13 proposed language, is my understanding correct that
14 if the parties fail to agree with respect to the
15 details for the implementation of a mid-span fiber
16 meet arrangement, the dispute would not go to
17 dispute resolution, but instead the parties would
18 simply not agree, and there would be no mid-span
19 fiber meet arrangement until they agreed; is that
20 correct?

21 MR. ALBERT: You can't build it until you
22 get the details worked out.

1 MR. GOYAL: I'm just trying to understand
2 how the contract language operates.

3 Is it my understanding that if Verizon did
4 not agree to the terms of a particular mid-span
5 meet arrangement, if there was no Memorandum of
6 Understanding signed and agreed to between the
7 parties, that issue would not go to dispute
8 resolution and there would be no mid-span fiber
9 meet agreement; is that correct?

10 MR. ALBERT: No, I don't think so.

11 MR. GOYAL: Until the parties reached
12 agreement.

13 The point I'm asking is, is the difference
14 between the two parties' language, whether one goes
15 to dispute resolution following a disagreement as
16 opposed to not? It seems to me that under
17 Verizon's proposed language for mid-span fiber
18 meet, the parties don't go to dispute resolution if
19 mutual agreement fails to come about.

20 MR. ALBERT: That's not the intent of it.
21 I think we are common in that regard. There is a
22 detail of mid-span meet that cannot be agreed to,

1 we would resolve it through dispute resolution.

2 I think the difference is, when does the
3 clock start ticking for the time frame to implement
4 the mid-span meet?

5 MR. GOYAL: I would like to keep the clock
6 issue separate and treat that under issue III-3-A
7 because I believe the aspect of mutual agreement is
8 common between WorldCom and AT&T, whereas the clock
9 issue is unique just to AT&T.

10 Then moving to the issue of the time of
11 when the clock begins to--

12 MR. SCHELL: I'm sorry, may I just comment
13 on that? According to AT&T's proposed language, I
14 think the key difference between the two proposals
15 is under AT&T's proposed language, the
16 implementation provisions shall be agreed on by the
17 parties in writing at the initial implementation
18 meeting. And if despite good-faith effort by the
19 parties they can't achieve that agreement in the
20 initial meeting, then the dispute resolution
21 process starts under 28.1.1 of the Interconnection
22 Agreement.

1 Under Verizon's proposal, you would
2 continue to discuss and go on on the Memorandum of
3 Understanding with no clock or no deadline to
4 achieve agreement on it. So, it becomes very vague
5 as to when the dispute process would start. Under
6 AT&T's proposal, if we don't agree at the initial
7 implementation meeting despite good faith efforts
8 by both parties, either party can initiate the
9 dispute process.

10 MR. ALBERT: That's okay with us. For
11 that aspect of it when you go in dispute, you go in
12 at any time.

13 I mean, if you want to get into the guts
14 of it, there is a questionnaire that gets filled
15 out. You guys got the questionnaire filled out
16 before the initial implementation meeting. You
17 guys got all the particulars worked out. If at
18 that initial meeting we don't have everything
19 squared away and you want to take it to dispute
20 resolution, that's fine.

21 MR. GOYAL: Moving on to issue III-3-A,
22 when the deadline begins to run.

1 Under the language proposed by AT&T, has
2 AT&T been successful in establishing deadlines for
3 the implementation of mid-span fiber meet point
4 interconnection in other states?

5 MR. SCHELL: No, not really. Initially,
6 midpoint fiber meets were our preferred method of
7 interconnection, and we've pretty much moved away
8 from that because we just haven't been able to wind
9 up those discussions in a reasonable time frame,
10 certainly within a predictable time frame.

11 MR. GOYAL: Has Verizon agreed to any such
12 deadlines in other states with other carriers?

13 MR. ALBERT: Not that I'm aware of.

14 MS. FARROBA: Was it the subject of any
15 arbitration in any other Verizon state that you
16 know of?

17 MR. ALBERT: Massachusetts.

18 MS. FARROBA: And what was the result?

19 MR. ALBERT: We talked about that
20 yesterday. I don't remember the final. The
21 Commission cycled through a couple of stages of
22 dealings with it, and I don't know the final result

1 of where the clock starts ticking and how long
2 things run.

3 MS. FARROBA: But did they set a deadline,
4 do you know?

5 MR. ALBERT: Yes, there are time frames in
6 there.

7 RECORD REQUEST

8 MS. FARROBA: Then I would ask Verizon's
9 attorneys if you could get that information for us
10 on the Massachusetts decision.

11 MR. EDWARDS: Yes, ma'am.

12 MR. GOYAL: I just have one last question
13 that applies equally to both issues VII-1 and
14 VII-3.

15 My understanding, and correct me if I'm
16 wrong, is that Verizon's objection to AT&T's
17 language under both of these issues is a procedural
18 one.

19 Is there a substantive issue in either of
20 these issues that's not already addressed in issue
21 I-1 in terms of the contract language or the
22 underlying positions of the parties? This is

1 directed to Verizon.

2 MR. ALBERT: I'm sorry? What are the two
3 issues?

4 MR. GOYAL: Are issues VII-1 and VII-3
5 basically the same, the underlying substantive
6 issue as issue I-1?

7 MR. EDWARDS: I believe the answer to that
8 is yes.

9 MR. GRIECO: May I make on comment before
10 we leave issue III-1?

11 MR. GOYAL: III-3?

12 MR. GRIECO: I'm sorry, III-3. We do not
13 have language from Verizon on a mid-span offer,
14 contrary to what AT&T has, apparently. We have
15 also, contrary to Mr. Albert's testimony yesterday,
16 have tried to establish a mid-span meet with
17 Verizon in Washington, D.C. last year, and that
18 proved fruitless. And I would just like to say for
19 those reasons, we feel it's very important that we
20 actually have language in our contract laying out
21 mid-span meet architecture. We do not agree with
22 the concept of the Memorandum of Understanding

1 following outside of an Interconnection Agreement
2 because if it's not in writing in the
3 Interconnection Agreement, it's not going to
4 happen.

5 MR. EDWARDS: I believe there is some
6 language on that issue in the revised JDPL.

7 MR. STANLEY: Could you point that out in
8 the JDPL.

9 MR. EDWARDS: I think it's page 77. Let
10 me confirm that.

11 MS. KELLEY: There is a proposed Section
12 3.2 that says that they may work together to try to
13 agree to get one, but to clear up the confusion,
14 we're saying there is no specific proposal to do
15 so. There is just--in addition, we may work
16 together and if we could come up with something,
17 then we may do it kind of proposal. I'm
18 summarizing pretty generally. But that's what
19 starts on page 77 of the JDPL.

20 MR. EDWARDS: 3.2; right?

21 MR. DYGERT: Section 3.2, you said?

22 MR. EDWARDS: Yes, sir.

1 MR. BALL: It says subject to mutual
2 agreement, so it's discretionary.

3 MR. DYGERT: Okay. We could review the
4 language.

5 That concludes staff's cross on subpanel
6 one. My understanding is we now should be moving
7 to issue I-7, forecasts.

8 REDIRECT EXAMINATION

9 MS. KELLEY: I have one quick question on
10 redirect, if I could. And I promise I will be
11 quick.

12 And this is for the WorldCom witnesses.

13 I don't know if you still have our
14 Exhibit 47. It's the one that depicts in pretty
15 simple terms our preferred fiber meet architecture.

16 After this was discussed, the staff asked
17 some questions about connecting in a manhole, and
18 I'm just afraid there is a little confusion because
19 on this diagram we show a cable loop and a manhole,
20 and I was just hoping you could explain how this
21 fiber meet works and whether or not we actually are
22 splicing in a manhole or in fact what happens.

1 MR. GRIECO: That manhole in that
2 particular drawing would be I believe what
3 Mr. Albert referred to yesterday as a zero
4 manhole--or maybe it was Mr. Edwards. That is a
5 dropoff point where we leave enough slack that the
6 other carrier can then take that slack into their
7 building and terminate it to a fiber distribution
8 panel. It does not suggest splicing in the street
9 in the manhole.

10 MS. KELLEY: That's all I had.

11 MR. DYGERT: Is it all the same witnesses
12 for the subpanel three or for issue I-7? Or do we
13 need to change anyone?

14 MS. SCHMIDT: I apologize. I do have some
15 redirect. It's really on one question that wasn't
16 clear yesterday for subpanel one. Are we allowed
17 to do redirect?

18 MR. DYGERT: Briefly.

19 REDIRECT EXAMINATION

20 MS. SCHMIDT: It will be brief, I promise.

21 Mr. Talbott, you were asked yesterday by
22 Verizon's counsel about whether AT&T's language

1 addressed sharing costs of maintenance of Verizon's
2 buildout facilities. Can you tell me, what does
3 AT&T's language provide with respect to maintenance
4 costs?

5 MR. TALBOTT: The AT&T language says that
6 each party will maintain their own facilities on
7 its side of the meet point.

8 MS. SCHMIDT: Okay. And does that mean
9 that Verizon has no recourse if it feels that the
10 maintenance costs for its side are too high?

11 MR. TALBOTT: No. Again, the buildout is
12 a reasonable accommodation, and if Verizon believes
13 that the maintenance--its portion of the
14 maintenance is beyond a reasonable accommodation,
15 it has recourse in the agreement to have that
16 matter dealt with.

17 MS. SCHMIDT: Thank you.

18 MR. EDWARDS: I also have very brief
19 redirect.

20 MR. DYGERT: Okay.

21 REDIRECT EXAMINATION

22 MR. EDWARDS: I'm going to hand Mr. Albert

1 WorldCom Exhibit 39.

2 With respect to WorldCom Exhibit 39,
3 Mr. Albert, which is contract language from
4 WorldCom that was inadvertently admitted from the
5 joint JDPL, does that language raise any specific
6 tandem exhaust issues for Verizon?

7 MR. ALBERT: Yes. I would like to address
8 1.3.1, which is labeled LATA-wide terminating
9 interconnection. And my understanding of this,
10 this is a big problem, relative to tandem exhaust.
11 Today we have a structure with IXCs and with CLECs,
12 where traffic that is destined for a particular end
13 office is dropped off at a defined tandem that
14 serves that end office. And, for example, if you
15 take the Culpeper LATA in Virginia, where we would
16 have tandems in Winchester, and in Leesburg, and in
17 Warrenton, and in Culpeper, and in Fredericksburg,
18 there are defined end offices which the world
19 reaches through each of these particular access
20 tandems, each of these particular interconnection
21 tandems, so each tandem has got its associated end
22 offices, and those offices home on their unique

1 tandem.

2 These industry standard routing and homing
3 arrangements are also listed and maintained in the
4 local exchange routing guide called the LERG, and
5 what we do is when a CLEC wants to interconnect for
6 local calls to reach end users, that would be from
7 the subtending end offices, the CLEC would put in
8 interconnection trunk routes to terminate to
9 Fredericksburg to reach end users that are out of
10 end offices that subtend Fredericksburg, and the
11 CLEC will put in trunks for Culpeper and they'll
12 put in trunks to Leesburg and to Warrenton, and any
13 of the end offices that subtend a tandem if they
14 want to interconnect and terminate calls, just like
15 IXCs, they have to then put trunks into that
16 particular tandem.

17 In WorldCom's proposal, they're basically
18 saying within a LATA, throw away the industry
19 convention, and CLEC only has to bring trunks to
20 one tandem, and then it's up then to Verizon to
21 figure out how to get it to wherever it needs to go
22 to terminate it.

1 Now, listen to a couple of things. One,
2 it will play absolute havoc with our ability to
3 manage capacity on the network. It will accelerate
4 even further what's a very challenging situation
5 with tandem exhaust, and by doing that, by just
6 willy-nilly saying here, we will dump our calls on
7 wherever you want to give them to you and you've
8 got to figure out to in the LATA how to get them
9 where they go, that will result in really an
10 operational network management and administrative
11 situation that is impossible as far as being able
12 to maintain grades of service. So if we basically
13 have no idea what calls are going to be dumped on,
14 what tandem, in order to terminate them anywhere,
15 that really greatly exacerbates those two things.

16 So, using the industry standard convention
17 of everybody routes based on the LERG, that we do
18 use with CLECs and that we have used with CLECs is
19 critical to the management, the operation, and the
20 performance of the network, and it's also critical
21 to the aspect of tandem exhaust because if the
22 people that just willy-nilly drop calls at Leesburg

1 that we really needed to get down to
2 Fredericksburg, the only way to do that would be to
3 route through additional tandems or multiple
4 tandems which also violates the different
5 transmission standards that exist, but at the same
6 time doing that would also then very inefficiently
7 and unnecessarily in a very unpredictable and
8 variable way, swamp the heck out of the tandems
9 even further.

10 MS. KELLEY: If I could interject here, I
11 didn't object at the beginning of this because I
12 actually think it's appropriate for the Commission
13 to have as much information as they can.

14 That said, redirect, as I understand it,
15 is supposed to be limited to what happened on
16 cross. Now, nothing, no questions were asked on
17 cross that this was directly responsive to, at
18 least that I could remember, and I'm pretty sure I
19 would remember.

20 That said, if all this goes in, I think
21 it's only reasonable to allow our witnesses time to
22 look at this quite interesting drawing, look back

1 at the testimony, see whether they agree or
2 disagree and clear it up for the record. Either we
3 could strike all that or we could let our witnesses
4 look at it and respond, but it seems to me one of
5 them would be appropriate.

6 MR. EDWARDS: I don't have any objection
7 to that proposal. To letting the witnesses look at
8 it and respond.

9 The issue comes up because the language
10 was inadvertently omitted from the JDPL, and
11 Mr. Albert hadn't looked at it until it was handed
12 out as the exhibit.

13 MS. KELLEY: Well, but I will say this.
14 The language was included in our petition. It
15 wasn't that you didn't know it was there. I
16 believe it was in the original JDPL. This is not
17 new long. Nor is it language--I mean, this is the
18 language you responded to in your testimony, so
19 it's not--in fact, I would be very surprised if
20 Mr. Albert hadn't seen it because his testimony was
21 responsive to our proposal. The only place that it
22 was inadvertently admitted was the very last JDPL,

1 but you knew which language you were working off
2 of.

3 MR. EDWARDS: I don't disagree with that,
4 but there certainly has been an awful lot of
5 questioning regarding tandem exhaust, which is--and
6 this is just another area or another issue related
7 to that bigger issue of tandem exhaust.

8 MR. DYGERT: Without ratifying either
9 side's view of the facts, I think that it sounds
10 like the way to proceed is to move along to either
11 remaining redirect you may have, Mr. Edwards, or
12 the next subpanel or the next issues that we are
13 moving to and let WorldCom's witnesses respond to
14 this most recent sort of testimony to the extent
15 they need to at a later point so we don't eat up
16 time that can be more profitably spent while
17 Mr. Albert's still here.

18 MR. HARRINGTON: Is this being marked as
19 an exhibit?

20 MR. DYGERT: It sounds like it should be a
21 Verizon exhibit.

22 MR. EDWARDS: I have no more redirect.

1 I suggest we mark the most recent drawing
2 as Verizon Exhibit 53.

3 (Verizon Exhibit No. 53
4 marked for identification.)

5 MR. EDWARDS: And I ask that Verizon
6 Exhibits 48 through 53 be admitted.

7 MR. DYGERT: Any objection to those
8 Verizon exhibits?

9 MS. KELLEY: I'm sorry, that is
10 Exhibit 53?

11 MR. EDWARDS: Yes.

12 MR. DYGERT: Do you want to wait until
13 it's been reduced to the right size?

14 MS. KELLEY: Yes, please.

15 MR. EDWARDS: What I would suggest is we
16 go ahead and admit 48 to 53, subject to 53 being
17 accurately reproduced on an 8-1/2 by 11 piece of
18 paper.

19 MS. KELLEY: I have no objection to that.

20 MR. DYGERT: Okay. Any of the other
21 petitioners have a problem with any of these
22 exhibits? Petitioners indicating no objection. We

1 will admit all of these exhibits for Verizon.

2 (Verizon Exhibit Nos. 48
3 through 53 were admitted
4 into evidence.)

5 MR. HARRINGTON: Cox has no redirect.

6 MR. DYGERT: Thank you. All right. Back
7 to the question I asked a little while ago, do we
8 need any other witness on the panel?

9 MR. HARRINGTON: All we have here is
10 subtraction from this panel.

11 MR. DYGERT: Right.

12 (Discussion off the record.)

13 MR. DYGERT: We are starting with subpanel
14 three, which are issues I-7, III-4, III-4(A) and
15 III-4(B). Petitioners will cross Verizon's
16 witnesses first, and then I guess if, Mr. D'Amico
17 and Mr. Albert, would you identify yourselves for
18 the record, we could then begin.

19 MR. D'AMICO: My name is Pete D'Amico.

20 MR. ALBERT: My name is Don Albert.

21 MS. FARROBA: Just for the record, I will
22 note for the record they had previously been sworn,

1 and you are still under oath.

2 CROSS-EXAMINATION

3 MR. HARRINGTON: Cox is going to begin
4 this time. We are distributing our proposed
5 exhibits for I-7, and they have been marked as Cox
6 Exhibits 16, 17, and 18.

7 Having distributed the exhibits, we will
8 start with some questions that don't relate to
9 them.

10 What I would like to do just for practical
11 purposes is focus the first group of questions on
12 the Norfolk LATA because that's where Cox has
13 almost all of its business today, and that's from
14 the perspective where the forecasting arises is
15 probably the most significant at this point.

16 In the Norfolk LATA, is it fair to say
17 that Verizon has significantly more customers than
18 Cox does today?

19 MR. ALBERT: Yes.

20 MR. HARRINGTON: Significantly more access
21 lines?

22 MR. ALBERT: Yes.

1 MR. HARRINGTON: Within a fair estimate,
2 would you say that 10 times, that Verizon has at
3 least 10 times the number of customers and 10 times
4 as many access lines?

5 MR. ALBERT: I'm really not familiar with
6 how much Cox has.

7 MR. HARRINGTON: But there is a big
8 difference between the number of customers that
9 Verizon has and Cox has and the number of Cox lines
10 that Cox has and Verizon has?

11 MR. ALBERT: I would say so.

12 MR. HARRINGTON: Now, is Cox or Verizon
13 better positioned to know Verizon's customer and
14 access line growth?

15 MR. ALBERT: I would say Verizon is in a
16 better position to know the characteristics of the
17 growth of its customers and that the CLEC is in a
18 better position to know the characteristic of the
19 growth of the CLEC's customers.

20 MR. HARRINGTON: Can Cox determine, for
21 instance, the number of access lines per Verizon
22 end office? Is there any way for Cox to know that

1 unless Verizon tells Cox?

2 MR. ALBERT: No.

3 MR. HARRINGTON:

4 DR. COLLINS: Is there any way for Cox to
5 know the average traffic per line Verizon customers
6 generate unless Verizon tells Cox?

7 MR. ALBERT: There is a way for Cox to get
8 traffic data, and this may get back into the what
9 contract language has been proposed sort of stuff.

10 We have reached an agreement with MCI to
11 provide D-I-X-C, DIXC, traffic data. This is data
12 that comes off of Verizon switches, are relative to
13 the amount of traffic that is being carried by the
14 network and by trunk groups. We would be certainly
15 willing to provide and add the same information and
16 the same thing to our Interconnection Agreement
17 with Cox and with any other carrier as what we've
18 worked out with MCI.

19 MR. HARRINGTON: But Verizon at this point
20 has not offered that in the contract language it
21 has provided to Cox, has it?

22 MR. ALBERT: Probably not.

1 MR. HARRINGTON: So, as things stand
2 today, Cox does not have any access to any of the
3 Verizon traffic data?

4 MR. ALBERT: No, what I just said would be
5 for going forward for this proceeding in
6 negotiations and will be equally applied to any
7 carrier that would want that.

8 MR. HARRINGTON: Okay. I would like you
9 to turn to Cox Exhibit Number 16 please. And this
10 is a discovery request in which Cox asked Verizon
11 to identify all current interconnection agreements
12 between Verizon or its other ILEC affiliates and
13 other ILECs, in which the other ILEC agrees to
14 forecast inbound trunking requirements.

15 I'm correct in understanding from this
16 reply that there are no such agreements; is that a
17 fair statement?

18 MR. ALBERT: I'm sorry, there are no such
19 agreements what?

20 MR. HARRINGTON: In which a non-Verizon
21 affiliated ILEC agrees to provide inbound
22 interconnection trunking requirements to Verizon.